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FLEMING ISLAND PLANTATION

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DOCUMENT PREPARED BY:

Douglas A. Ward, Esq.
Rogers Towers Bailey Jones & Gay
170 Malaga Street, Suite A
St. Augustine, Florida 32084

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FLEMING ISLAND PLANTATION

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FLEMING ISLAND PLANTATION

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

This Declaration made this 2nd day of December, 1999, by CENTEX HOMES, a Nevada General Partnership, whose address is 2728 North Harwood, Dallas, Texas 75201-1516 ("Declarant"), with respect to certain property owned by Declarant in Clay County, Florida, and described hereinafter:

WITNESSETH THAT:

WHEREAS, Declarant desires to develop certain real property it owns in Clay County, Florida as a mixed use development to be known as Fleming Island Plantation in a manner which will conform to the Master Plan, as hereinafter defined, and as amended from time to time, and in a manner which will best achieve the objectives of Declarant, providing standards for the regulation and maintenance of the improvements to be located within Fleming Island Plantation.

NOW, THEREFORE, Declarant hereby declares that the Property described on Exhibit "A" attached hereto, as well as other property Declarant may add to this Declaration, shall be held, used and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which shall run with the title to the Property and shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, their heirs, successors and assigns:

ARTICLE I

Statement of Purpose

The purpose of this Declaration is to provide standards, guidelines and a governing structure for the development of the Property to promote not only architectural and environmental aesthetics, but harmony amongst the various property Owners within Fleming Island Plantation.

ARTICLE II

Definitions

Section 1. **"Additional Property"** shall mean any land which is subjected to this Declaration at a later time in the manner set forth in Article III, Section 4.

Section 2. **"Applicant"** shall mean an Owner, the Association, the CDD or any other party seeking approval of proposed Improvements pursuant to Article IV.

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Section 3. **"Articles"** shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 4. **"Assessments"** shall mean all assessments, levies, fines or other charges adopted by the Association and/or the CDD and imposed as an obligation of the Owners and the Property pursuant to Article XII.

Section 5. **"Association"** shall mean Fleming Island Plantation Owners Association, Inc., its successors and assigns.

Section 6. **"BAR"** shall mean the Board of Architectural Review established pursuant to Article IV.

Section 7. **"Board"** shall mean the board of directors of the Association.

Section 8. **"Bylaws"** shall mean the Bylaws of the Association, as the same may be amended from time to time.

Section 9. **"Capital Assessments"** shall mean Assessments levied pursuant to Article XII, Section 9.

Section 10. **"CDD"** shall mean the Community Development District for Fleming Island Plantation established pursuant to a ruling of the Florida Land and Water Adjudicatory Commission, under the terms of the Uniform Community Development District Act of 1980 (Chapter 190, Florida Statutes), as the same may be amended from time to time.

Section 11. **"Commercial Building"** shall mean any Improvement on any part of the Property intended for commercial, retail, governmental, religious or similar use, for which a certificate of occupancy for such use has been issued by Clay County, Florida.

Section 12. **"Commercial Parcel"** shall mean any portion of the Property so designated by Declarant in any deed, on any Plat or otherwise and intended by Declarant for development with Commercial Buildings.

Section 13. **"Common Areas"** shall mean all areas of the Property so designated by Declarant in any deed, on any Plat, or otherwise and shall include all Improvements located thereon and intended for the common use and enjoyment of the Owners. Common Areas may include, without limitation, parking lots, Open Space, Wildlife and Wetland Preserves, Surface Water or Stormwater Management System, walkways, community buildings, boardwalks, bike paths, street lighting, signage, recreational amenities, administrative facilities, landscaping and community gardens, utility, drainage and similar easements reserved or granted for the common use and enjoyment of the Owners. Common Areas shall not include the Fleming Island Plantation Golf Course or any improvements thereon or any portion of the Wildlife and Wetland Preserves conveyed

or intended to be conveyed by Declarant to an Owner as a part of a Lot or Parcel or to Clay County, the St. Johns River Water Management District, or any other governmental entity.

Section 14. **"Declarant"** shall mean Centex Homes, a Nevada General Partnership and any successors or assigns to whom Centex Homes, or any successor or assignee thereof, expressly transfers its rights hereunder pursuant to an instrument of transfer recorded in the public records of Clay County, Florida.

Section 15. **"Declaration"** shall mean this Fleming Island Plantation Declaration of Covenants, Restrictions and Easements, as the same may be amended from time to time.

Section 16. **"Development Order"** shall mean The Fleming Island Plantation Development of Regional Impact ("DRI") Development Order, Ordinance 88-49, recorded in Ordinance Book 4, page 576, and as restated in Ordinance No. 98-12, recorded in Ordinance Book 98, page 26, all of the public records of Clay County, Florida, and as the same may be amended from time to time.

Section 17. **"Dwelling Unit"** shall mean any residential unit, either detached or within a multi-family housing complex, whether for condominiums or rental apartments, constructed on the Property for which a certificate of occupancy has been issued by Clay County, Florida.

Section 18. **"Golf Course"** shall mean that portion of the Property so designated by Declarant in any deed, on any Plat or otherwise, together with all Improvements thereon.

Section 19. **"Improved"** shall mean any Lot, Parcel or portion thereof upon which there is one or more Dwelling Units or Commercial Buildings.

Section 20. **"Improvement"** shall mean any structure, building, paved area, fence or wall on any part of the Property (or any exterior alteration or addition to any of the above including, without limitation, purely aesthetic change) and landscaping in connection therewith.

Section 21. **"Lot"** shall mean any portion of the Property shown on a Plat and intended by Declarant to be Improved with a Single Family Dwelling Unit.

Section 22. **"Master Plan"** shall mean the conceptual plan prepared by Declarant, publicly approved and reflected as Exhibit "H" in the Development Order, for the overall development of the Property, as the same may be amended from time to time.

Section 23. **"Member"** shall mean those persons or entities entitled to membership in the Association as provided in Article XI Section 2.

Section 24. **"Mortgagee"** shall mean any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer

or guarantor of such mortgage, including without limitation, the Veterans Administration or Federal Housing Administration and/or a purchaser or guarantor of any such mortgage in the secondary market, including, without limitation, the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation and Governmental National Mortgage Association, and Declarant, if it is holding a first mortgage on any portion of the Property.

Section 25. **"Multi-Family Dwelling Unit"** shall mean a Dwelling Unit which is an apartment, condominium, townhouse, or cooperative unit.

Section 26. **"Multi-Family Parcel"** shall mean any portion of the Property so designated by Declarant in any deed, on any Plat or otherwise and intended by Declarant for development with Multi-Family Dwelling Units.

Section 27. **"Open Space"** shall mean any portion of the Property so designated by Declarant in any deed, on any Plat, or otherwise.

Section 28. **"Owner"** shall mean the Owner of record of fee simple title to any of the Property. Owners shall not mean or refer to the holder of a Mortgage, unless such holder has acquired fee simple title nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner, but shall not include the Owner's immediate family.

Section 29. **"Parcel"** shall mean any Multi-Family Parcel, Commercial Parcel, the Golf Course and any other non-residential area.

Section 30. **"Planning Guidelines"** shall mean those standards for design, construction and use of all Improvements on the Property set forth in Article IV, as the same may be supplemented or amended from time to time.

Section 31. **"Plat"** shall mean any plat of any portion of the Property recorded in the public records of Clay County, Florida, as the same may be amended from time to time.

Section 32. **"Project"** shall mean Fleming Island Plantation, a mixed-use development, which includes the Property.

Section 33. **"Property"** shall mean that certain real property described in Exhibit "A", as same may be amended from time to time in accordance with Article III, Section 4 hereof.

Section 34. **"Regular Assessments"** shall mean Assessments levied pursuant to Article XII, Section 6.

Section 35. **"Single-Family Dwelling Unit"** shall mean a Dwelling Unit consisting of a detached structure intended for the use of one family, and which is not a Multi-Family Dwelling Unit.

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Section 36. **"Special Assessments"** shall mean Assessments levied pursuant to Article XII, Section 8.

Section 37. **"Street Tree Program"** shall mean the planting, as a part of the Improvements made to any Lot, of one or more trees to be placed along the adjoining road as more specifically determined by the BAR.

Section 38. **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed within the Property to control water discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code (F.A.C.) or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area, unless part of the Golf Course and shall include all lakes, creeks, and other waters and water courses located within the boundaries of the Property.

Section 39. **"Village"** shall mean any area of the Property designated as such pursuant to Article XI, Section 4.

Section 40. **"Village Assessments"** shall mean any Assessments levied pursuant to Article XII, Section 9.

Section 41. **"Village Association"** shall mean any of the associations created as a result of the establishment of a Village pursuant to Article XI, Section 4.

Section 42. **"Village Common"** shall mean that portion of the Property which has been subjected to a separate Village Declaration and which is to be owned and maintained by a Village Association for the exclusive use of the residents of that Village.

Section 43. **"Wildlife and Wetland Preserves"** shall mean all areas so designated by Declarant in any deed, on any Plat or on the Master Plan.

ARTICLE III

Description of the Project

Section 1. **Fleming Island Plantation.** The Project comprises a tract of land located in Clay County, Florida, south of the Town of Orange Park and County Road 220 and both east and west of U.S. 17, and intended by Declarant for development as a mixed-use development, with single- and multi-family residences, an office park, and retail, commercial and light industrial centers and related Common Areas and roads. Fleming Island Plantation will also include a community

center, recreational center, the Golf Course and improvements thereon and various other recreational amenities. The Declarant intends to develop the Project in accordance with the Master Plan, but hereby reserves the right to modify the Master Plan at its sole discretion and option but always in accordance with applicable regulatory requirements.

Section 2. The Development Order. The Project is a Development of Regional Impact pursuant to Chapter 380, Florida Statutes and the terms of the Development Order. The Development Order establishes certain powers, restrictions and obligations applicable to the Property and its terms are specifically incorporated herein by reference. The Development Order primarily regulates the uses of the Property, including creation of certain development standards, establishment of Open Space, recreational areas, Wildlife and Wetland Preserves and similar matters. It is not intended that this Declaration include all restrictions and conditions contained in the Development Order. Reference should be made to the Development Order for the full and complete text of its contents.

Section 3. The CDD. The Declarant intends to cause the creation of a CDD to provide for the funding, construction and maintenance of roads and utility lines, as well as the ownership and/or maintenance of some of all of the Common Areas, including the Surface and Stormwater System, within the Project. The CDD is empowered to issue bonds to finance construction and operation of the road improvements and utility lines, impose assessments against the Owners of the Property to provide funds for debt service on such bonds, fund CDD expenses, collect Assessments and impose user fees for facilities and Common Areas owned, operated or maintained by the CDD. The documents creating and governing the CDD shall more specifically set forth the duties and authority of the CDD, the debt service and costs to be paid through CDD assessments, and the manner of calculation and collection of the CDD assessments. Pursuant to Chapter 190, Florida Statutes, the CDD has the power to levy and assess an ad valorem tax on all property within the CDD, with collection and enforcement of such taxes to be at the same time and in like manner as county taxes.

Section 4. Addition and Withdrawal of Property. Until termination of the Declarant Membership in the Association, Declarant may subject additional property to this Declaration or may withdraw any portion of the Property or any Additional Property owned by it from the jurisdiction of this Declaration. Such additions or withdrawals shall be effected by amendments or supplements to this Declaration executed by Declarant and recorded in the public records of Clay County, Florida, without the necessity of joinder or consent by any other party.

ARTICLE IV

Architectural Control

Section 1. Approval Required for All Improvements. In order to ensure the development of the Property as a community of the highest quality in which all Improvements are harmonious in architectural design and aesthetic appearance, Declarant reserves to itself, unless and

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until Declarant delegates such authority as provided in Section 9 of this Article, the exclusive power and discretion to approve all Improvements placed on the Property. No Improvements may be made on any part of the Property without the prior written consent of Declarant obtained pursuant to the procedures set forth in this Article IV; provided, however, that Applicants receiving approval of proposed Improvements may thereafter make minor changes to landscaping and vegetation without further approvals, so long as such changes are harmonious with the previously-approved landscaping plans.

Section 2. Plans and Specifications; Approval Process. Prior to the construction of any Improvement, and unless waived by Declarant, the Applicant shall submit to Declarant the following documents (prepared by duly licensed architects, engineers, landscape architects or similarly qualified professionals) accompanied by such additional information and materials which in the opinion of Declarant may be required for its review:

(a) Site plan showing all property lines, setbacks, easements, flood plain boundaries, Surface Water or Stormwater Management System boundaries, Wildlife and Wetland Preserve boundaries, existing trees having a diameter at breast height of four inches (4") or more, drives, fences and any underground trench locations, and existing and proposed surface contours and elevations.

(b) Scaled floor plan or plans.

(c) Elevation drawings of all sides of all proposed structures.

(d) Summary specification list of proposed materials and samples or photographs of exterior materials and colors which cannot be adequately described.

(e) Landscaping plans showing location, quantity and species of plants, trees and other vegetation proposed for use.

Declarant shall have the absolute right to refuse approval of any plans which in its sole and absolute discretion, judgment and opinion are not suitable or do not comply with the terms of this Declaration. Declarant shall evaluate each application for its total effect upon the Applicant's Lot or Parcel and the overall Property. It is possible that a proposed Improvement which satisfies individual criteria delineated in this Article IV may be disapproved, if in the sole discretion of Declarant the proposed Improvement is unacceptable. The approval of any Improvement on one Lot or Parcel shall not obligate Declarant to approve other applications involving similar designs, aesthetic appearance or locations on a different Lot or Parcel for other proposed Improvements.

Declarant shall preliminarily approve or disapprove proposed Improvements within forty-five (45) days after receipt of a written request for approval from the Applicant accompanied by all items required for review, each in form and substance acceptable to Declarant. Declarant's failure to respond within such period shall constitute preliminary approval. Upon preliminary approval, final

construction documents or plans in form and substance acceptable to Declarant shall be submitted, which shall be approved or disapproved within forty-five (45) days after receipt. Declarant's failure to respond within such period shall constitute final approval. Upon final approval, the Improvement may be constructed.

Section 3. Commencement and Completion of Construction. The Applicant shall commence construction of Improvements within six (6) months after receiving final approval as provided in Section 2 of this Article IV and thereafter shall diligently proceed toward completion. For Single-Family Dwelling Units, the exterior of the structure and the landscaping shall be completed within twelve (12) months after commencement of construction. For Improvements on Multi-Family Parcels, Commercial Parcels or Common Areas, Declarant shall establish completion deadlines when issuing its final approval. Failure to commence, proceed or complete construction as required herein or by Declarant shall void the approval, in which event the Applicant shall immediately cease work on such Improvement. Prior to re-commencing work, the Applicant shall re-submit an application for approval as provided in this Article IV.

Section 4. Planning Guidelines. In order to achieve the objectives stated in Section 1 of this Article IV and to assist Applicants in the planning and designing of proposed Improvements, the following standards are adopted as initial Planning Guidelines to be followed in the design and construction of all Improvements:

(a) Temporary, Movable Structures. Other than construction trailers, temporary constructions sheds and toilet facilities approved by Declarant and used during actual construction of approved Improvements, no shed, shack, trailer, mobile home, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any portion of the Property.

(b) Grading. No portion of the Property shall be graded and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent portion of the Property.

(c) Trash Containers. All garbage and trash shall be stored in closed containers hidden from view from any portion of the Property. Curbside trash removal or recycling programs may be established by Declarant at any time. In such event, Owners shall comply with such programs and rules and regulations related thereto promulgated by Declarant.

(d) No Window Air Conditioners. No window air conditioner unit shall be installed in any structure on the Property. All air conditioner compressors shall be screened from view from the street by a fence, wall or shrubbery.

(e) Fences, Hedges, Walls, Docks and Piers. With the exception of the original structures erected on any Lot built by or on behalf of, and/or sold by Declarant, all fences, walls,

hedges, docks or piers to be located within the Property shall be subject to the prior approval of Declarant and the BAR.

(f) **Antennas.** Any exterior radio or television aerial, antenna satellite dish or similar structure to be located within the Property shall be subject to the prior approval of Declarant or the BAR.

(g) **Solar Energy Devices.** No Owner may erect or maintain solar collector panels or other solar energy devices or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view measured from a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the BAR.

(h) **Driveways.** All driveways within the Property shall be paved with materials approved by Declarant.

(i) **Recreational and Play Structures.** All swimming pools, trampolines, tennis courts and other recreational or play structures, except basketball backboards, shall be located at the rear of the Dwelling Unit or on the inside portion of a corner Lot. No platform, tennis court, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any Improved Lot in front of the rear building line of the Dwelling Unit. All such structures shall be designed and screened or otherwise sheltered to the extent possible. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

(j) **Mailboxes.** No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any portion of the property without the prior approval of Declarant or the BAR. Declarant or the BAR may establish standard specifications for the design, construction and location of such receptacles.

(k) **Wells and Sewage.** No well of any kind shall be dug or drilled on any portion of the Property. All sewage must be disposed of through approved sewage lines. No use of septic tanks shall be permitted on the Property.

(l) **Window Coverings.** No reflective window coverings or treatments shall be permitted in any Improvements. All window coverings shall have linings or other treatment so that the exterior appearance of the window appears neutral. No unsightly objects shall be placed in windows visible from adjoining portions of the Property.

(m) **Dust Control.** The following fugitive dust control measures shall be undertaken during all construction activities within the Property; (i) moistening of soil and/or use of resinous adhesives on all barren areas, including, at a minimum, all roads, parking lots and material stockpiles; (ii) use of mulch, liquid resinous adhesives with hydroseeding, or sod on all exposed landscaped areas; and (iii) prompt removal by vacuum sweeping or wetting down area and

street sweeping of soil and other material deposited on paved streets by vehicular traffic, earth moving equipment or soil erosion.

(n) **Water Conservation.** The use of water-saving plumbing devices, native vegetation for landscaping, and limited irrigation during drought conditions are required, including, but not limited to the measures described in Chapter 553, Florida Statutes, as said statute may be changed from time to time.

(o) **Irrigation.** All Improved Property shall be required to have underground irrigation systems which will be connected to the public "re-use water" supply system. **"Re-use water" is intended strictly for irrigation use and not for human consumption, drinking or bathing.**

(p) **Clothesline.** No portion of a Lot shall be used as a drying or hanging area for laundry.

(q) **No artificial vegetation.** No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed upon the exterior portion of any Lot, unless approved by the BAR.

Section 5. Additional Guidelines; Modification; Waiver. From time to time, Declarant may supplement or amend the initial Planning Guidelines as it deems to be in the best interests of the Development, and make same available to Applicants. No such supplement or amendment shall require any amendment to this Declaration. In addition, Declarant shall have the express authority from time to time to waive any requirement of such Guidelines, as supplemented or amended and/or to grant variances Declarant deems appropriate, including square footage and set back guidelines.

Section 6. Remedies for Failure to Comply. If any Owner or Applicant shall fail to comply with the requirements of this Declaration or of the Guidelines relating to Improvements, then, upon demand made by Declarant and/or the BAR, such Owner or Applicant shall take all actions required by Declarant or the BAR in Declarant's sole opinion to remedy such noncompliance. Such Owner or Applicant shall bear all costs of such remedial actions and all costs and expenses, including without limitation, attorney's fees incurred by Declarant or the BAR in enforcing the obligations of such Owner or Applicant pursuant to this Section 6.

Section 7. Application Fees. Declarant may establish application fees to be paid by Applicants requesting approval of Improvements, in order to defray expenses incurred in connection with such review, including, without limitation, fees of consulting professionals advising Declarant.

Section 8. Approval Not a Guarantee; Indemnity. No approval of proposed Improvements or publication of Planning Guidelines by Declarant shall be construed as representing or implying that any Improvement has been properly designed, will comply with applicable building

codes or other governmental requirements (including the Development Order), that a Building Permit will be issued for such Improvement, or that it will be constructed in a good and workmanlike manner. Declarant shall not be responsible for any defects in any plans or specifications or other materials submitted to Declarant in connection with proposed Improvements, pursuant to this Article IV or in any construction undertaken pursuant thereto. No party shall have any claim against Declarant for any damage or expense incurred due to any act of or failure to act by Declarant pursuant to this Article IV. All Applicants shall indemnify and hold Declarant harmless against any such damage or expense, including, without limitation, attorneys' fees at trial or on appeal, incurred by Declarant in the defense of any such claim.

Section 9. Board of Architectural Review.

(a) **Description.** Declarant may at any time delegate any or all of the powers reserved in this Article IV to one or more Boards of Architectural Review ("BAR") or to the appropriate body within a Village. After the Declarant Membership terminates, the Board of the Association shall have the right to delegate such powers as it deems appropriate in the best interest of Fleming Island Plantation. The BAR shall consist of at least three persons appointed by Declarant, who need not be Members, and who shall serve at the pleasure of Declarant. A majority of the BAR shall constitute a quorum to transact business. The action of such majority shall constitute the action of the BAR. After Declarant Membership terminates, the Board shall have the right to delegate such powers and appoint BAR members as it deems appropriate in the best interest of Fleming Island Plantation.

(b) **Review and Appeal of BAR Decisions.** The Board of Directors shall have the right to review and overturn the decisions of the BAR. Any Owner whose request for approval from the BAR has been denied, shall have the right, within thirty (30) days from the BAR's denial of an application to submit a written request to the Board for a review of the decision of the BAR. Such request must be accompanied by a complete copy of each and every plan, drawing and document submitted to the BAR, as well as copies of any correspondence or written communication between the Owner, or applicant, and the BAR, and shall state the arguments the Owner, or applicant, desires the Board to consider, and the exact form of relief requested. All such appeals shall be deemed *de novo* applications which shall be reviewed by the Board rather than the BAR, but which shall otherwise be governed by the requirements and procedures described in this Article IV.

ARTICLE V

DRI Restrictions

Section 1. Applicability; Compliance. The Development Order sets forth certain obligations and restrictions with respect to the Project that are applicable to the Property and run with the title thereto. Declarant, all other Owners, the Association and the CDD are bound by and shall comply with the Development Order. No party other than Declarant may apply for or take any action (i) which will result in a "substantial deviation" (as determined pursuant to Chapter 380, Florida

Statutes) from the Development Order, or (ii) which will adversely, in Declarant's opinion, affect the Declarant's rights to develop the Property as set forth in the Development Order. If Declarant, any other Owner, the Association or the CDD shall fail to comply with the Development Order, that party shall be responsible for all loss, damage or expense (including without limitation, reasonable attorney's fees) incurred by any other party as a result of such failure to comply. Reference should be made to the Development Order for a detailed and complete review of all such restrictions and obligations.

Section 2. Issuance and Transfer of Development Rights. The Development Order authorized in the aggregate the development of the following residential units and square footage of commercial building space as defined in and subject to specific conditions which are set forth in the Development Order by creating the following Development Rights:

	TOTALS
General Office	959,000 square feet
Retail	294,000 square feet
Residential	3790 dwelling units (2790 single-family; 1,000 multi-family)
Light Industrial	1,384,000 square feet

(a) No development shall occur on any specific parcel of the Property except (i) as permitted by the Development Order (as the same may be amended from time-to-time) and (ii) as specifically authorized by an allocation of Development Rights made by the Declarant (or its successors designated in the manner provided in this subparagraph (a)). An allocation of Development Rights out of the pool of Development Rights created by the Development Order shall be made only by the Declarant or its successors as aforesaid. The Declarant shall evidence each such allocation by a writing which is issued by reference to these Covenants and is recorded in the current public records of Clay County, Florida. Unless the Declarant agrees otherwise, a transfer of Development Rights may only be made from one parcel of the Property to another parcel of the Property unless such a transfer is made to the Declarant. A transfer of previously allocated Development Rights from one parcel of the Property to another parcel of the Property may be made only in the following described manner. Each such transfer must: (i) be set forth in a writing which identifies each of the affected parcels of the Property and the fee-simple Owner of each affected parcel; (ii) be executed by all Owners of the fee-simple title to the parcel from which Development Rights are being transferred; (iii) bear the specific written consent of the Declarant and (iv) be evidenced by an instrument which is recorded in the public records of Clay County, Florida. Subject to the provisions of this subparagraph (a) of these Covenants, the Development Rights allocated to a parcel of Property may be suballocated by the Owner of that parcel among the component parts

of that parcel, without the joinder or consent of the Declarant or any person, party or entity. Each suballocation must be set forth in a writing which(i) identifies each of the affected parcels of the Property and the fee-simple Owner of each; (ii) is executed by all such Owners; and (iii) is recorded in public records of Clay County, Florida. A copy of that writing must be delivered to the Declarant simultaneously upon the recordation of the suballocation. No transfer of Development Rights shall be made from a parcel of the Property to a person unless the designated transferee is the Declarant to whom such transfers may be made. Development Rights transferred back to the Declarant may be subsequently allocated by the Declarant to a parcel of the Property in the same manner as used for original allocations.

(b) Development Rights granted pursuant to the Development Order in the manner provided for herein shall be deemed to authorize in addition to the units or square footage specifically set forth in the allocation or transfer, the right to construct ancillary structures (such as parking facilities) so long as the same (i) are not inconsistent with the Development Order or with applicable zoning ordinances (specifically including the Clay County Ordinance No. 98-11 as the same may be amended from time-to-time); (ii) do not require Development Rights in addition to those allocated in accordance with these Covenants; and (iii) otherwise comply with the terms and conditions of these Covenants.

(c) No Owner of any part of the land shall seek an amendment of the Development Order either by the minor deviation process, the substantial deviation process or by any other form of amendment or modification without the prior written consent of the Declarant.

(d) The joinder by the Declarant in an application for zoning change, variance, or exception or application for amendment of the Development Order shall constitute written approval of the Declarant of such action. Any Development Rights obtained by the Declarant in addition to those described in subparagraph (a) above ("Additional Development Rights") shall inure entirely to the benefit of the Declarant. As used herein, the term "Additional Development Rights" shall include, without limitation those Development Rights obtained pursuant to the minor or insubstantial deviation process or pursuant to the substantial deviation process. No other Owner or any part of the land shall be deemed to be allocated or have any right to use Additional Development Rights unless a specific allocation of such Additional Development Rights is made in accordance with subparagraph (a) by the Declarant.

(e) When the Declarant (or its successor) no longer owns any of the Property, all of the requirements of this Article V requiring the Declarant's consent or approval shall become void.

(f) If the Development Order is subsequently modified or amended, the Declarant may unilaterally amend these Covenants as is appropriate to take into account such modification or amendment. No such amendment of these Covenants shall, however, adversely affect any Development Rights previously allocated by the Declarant or transferred with the Declarant's consent.

(g) The allocation and transfer of Development Rights hereunder shall not be deemed to and does not constitute the Developer's approval of development plans or architectural plans of any Owner. Every Owner shall be required to comply with all other requirements for development on the Land, including but not limited to, all DRI, zoning, comprehensive planning, and permitting requirements, land use restrictions and/or restrictive covenants, if any, imposed by contract and all requirements of local, state, and federal government, in addition to the requirements of agencies having jurisdiction over development of the Property.

(h) Notwithstanding the foregoing, the provisions of this Article V shall not be construed to apply to a platted lot which has been Improved and sold to an Owner occupant.

ARTICLE VI

Lakes and Water Rights

Section 1. Water Management and Drainage Control; Embankment Maintenance.

(a) Declarant intends to construct the Surface Water or Stormwater Management System (the "System") as a part of its Master Plan throughout the Project. It is contemplated that the Declarant will convey title to the System to the CDD and will delegate to the CDD the responsibility to maintain and operate the System. The CDD shall have the power to control the water level and water quality of the System, irrespective of ownership of such System. The maintenance, repair and operation of the System shall be conducted at all times in compliance with the rules and regulations of the St. Johns River Water Management District and any other governmental authority having jurisdiction over such systems. The CDD also shall have the right to approve all docks, bulkheads, bridges or similar structures built upon, adjacent to, or affecting the System, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on the System, and to maintain any drainage or water level devices so as to insure compliance with applicable governmental regulations as they exist from time to time. Declarant hereby reserves to itself and grants to the CDD, and/or any other entity designated for maintenance responsibility, a non-exclusive perpetual easement for ingress and egress over the System and a strip of land extending either (i) ten (10) feet from the any water's edge, or (ii) to the top of the embankment, if any, whichever is greater, to exercise the rights granted herein.

(b) All Owners of Lots or Parcels adjacent to or including a part of the System shall maintain the embankment to the water's edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that the grass, planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If any Owner fails to maintain the embankment, Declarant, the CDD or the Association shall have the right to enter upon the Owner's Lot or Parcel and perform the maintenance at the expense of the Owner.

(c) It shall be the responsibility of each Lot Owner within the Project at the time of construction of a building, residence or structure, to comply with the construction plans for the System.

(d) All bulkheads or retaining walls installed in or around any Lake within the Project by the Declarant or the Association, but not private bulkheads or retaining walls installed by Lot Owners, shall be part of the Common Area, and shall be maintained, repaired and replaced by the CDD; however, if such maintenance, repair or replacement is caused by the failure of the Lot Owner whose Lot abuts the bulkhead or retaining wall to use reasonable diligence and care in the maintenance of the Lot, the CDD shall have the right to impose a special assessment against the Owner of such Lot for the reasonable and necessary expense incurred by the CDD in so doing. Nothing herein shall limit the right of the CDD to enter into agreements with any third party for the maintenance, repair and replacement of such bulkheads and retaining walls.

Section 2. Ownership; General Limitation. Title to all or any portion of the System may be conveyed to (a) an individual Owner as part of a Lot or Parcel, (b) the CDD as Common Area, (c) any other entity designated with maintenance responsibility therefor, or (d) may be retained by Declarant. Any such portion of the System so conveyed shall be subject to the easements and restrictions set forth herein, regardless of ownership.

Section 3. Use of the System. Declarant hereby grants to all Owners a perpetual nonexclusive easement over the System, for access to and use thereof, subject to the following reservations and restrictions:

(a) The rights of Declarant, Association and the CDD reserved in Section 2 of this Article VI;

(b) The provisions of Article IX, to the extent that the System is part of the Common Areas or Wildlife and Wetland Preserve;

(c) No motorized or power boats shall be permitted on any part of the System, except boats used for inspection or maintenance thereof by Declarant, the CDD, the Association, or any governmental agency having jurisdiction;

(d) No bottles, trash, cans or garbage of any kind or description shall be placed in any part of the System;

(e) No activity shall be permitted on any part of the System which may become an annoyance or nuisance;

(f) No person or entity except Declarant shall have the right to pump or otherwise remove any water from any part of the System for irrigation or any other use;

(g) Nothing other than storm water or irrigation waters may be discharged into the System; and

(h) There shall be no fishing permitted from bridges, roadways or the shore of any part of the System within or abutting the Golf Course.

(i) The Declarant, or the Association or CDD, if management and maintenance thereof has been assigned to one of them, may adopt additional restrictions from time to time.

Section 4. Enforcement by St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System; provided however, that no such proceeding for enforcement shall be instituted until the District has provided the CDD, the Declarant and the Association with written notice of any failure to comply which its rules and regulations and a reasonable opportunity to cure such failure.

Section 5. Limitations on Amendments. No amendment of this Article VI which alters the Surface Water or Stormwater Management System or the responsibility for operation or maintenance thereof may be made without the written approval thereof by the St. Johns River Water Management District.

Section 6. Declarant Reservation of Easement Rights. Notwithstanding any other provision herein, Declarant reserves a perpetual easement and right to drain water into the Surface Water or Stormwater Management System and use the water within all Surface Water or Stormwater Management System for irrigation or any other use permitted pursuant to applicable governmental regulations. Declarant also reserves the right, subject to the regulations and permits of the St. Johns River Water Management District, to alter the Surface Water or Stormwater Management System from time to time to enhance the System's operation and effectiveness, including dredging, reconstruction of banks, reconfiguration of shorelines, installation and removal of drainage facilities, and the like.

ARTICLE VII

General Easements and Reservations

Section 1. Conservation Easement. Pursuant to the provisions of Florida Statutes §704.06, Declarant hereby grants to the St. Johns River Water Management District, its successors or assigns, a perpetual, non-exclusive easement across all Wildlife and Wetland Preserves. With respect to such Wildlife and Wetland Preserves, Declarant hereby provides as follows:

(a) **Prohibited Uses.** Without the prior written consent of Declarant and of the St. Johns River Water Management District, the following uses are prohibited within the Wildlife and Wetland Preserves:

(i) constructing, installing or placing signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground;

(ii) dumping or placing soil or other substances or materials as landfill or trash, waste or unsightly or offensive materials;

(iii) removing or destroying trees, shrubs or other vegetation;

(iv) excavating, dredging or removing loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Wildlife and Wetland Preserves;

(v) surface use, except for purposes that permit the land or water area to remain in predominantly natural condition;

(vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; and

(vii) acts or uses detrimental to such retention of land or water areas.

Section 2. Access, Utility and Drainage Easements. Declarant hereby reserves for itself and its designees perpetual non-exclusive easements (i) across the Common Areas; (ii) five (5) feet on each side of each boundary line of each Lot or Parcel, and (iii) along the rear of each boundary line of each Lot or Parcel for a width of seven and one half (7 ½) feet for ingress and egress and for installation, replacement, repair and maintenance of drainage and erosion control facilities and utility lines and service systems. Upon the request of any Applicant for approval of proposed Improvements on any Commercial Parcel, Multi-Family Parcel or portion of the Common Areas, Declarant shall execute an instrument further limiting the easement reserved in (i) above to those specific locations approved by Declarant. When the Declarant Membership in the Association terminates, Declarant shall assign all such easements and Declarant's rights and obligations in connection therewith, to the CDD or the Association.

Section 3. Easement for Unintentional Encroachment. Declarant, the Owner of the Golf Course, the Association or the CDD, as appropriate, shall have a perpetual, non-exclusive easement for unintentional minor encroachments upon any adjoining Lot or Parcel or Common Area by any Improvements constructed within Common Areas, Surface Water or Stormwater Management System, and the Golf Course. The Declarant additionally reserves an exclusive easement for the unintentional encroachment by any Lot or Multi-Family Dwelling Unit upon any adjoining Lot or Parcel or Common Area, or vice versa, caused by or resulting from construction, repairs, shifting,

settlement or movement of any Improvements for which an exclusive easement shall exist at all times during the continuance of the encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment. It shall be in the Declarant's sole discretion to grant variances for minor unintentional encroachments.

Section 4. Central Telecommunication Receiving and Distribution System. Declarant hereby reserves the exclusive right to install, maintain and operate any central telecommunication system serving the Property, including the right to connect to any central telecommunication system as Declarant may, in its sole discretion, deem appropriate, and the right to enter into service agreements with such telecommunication providers as Declarant deems appropriate. Declarant shall have the right to charge the Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for cable television services as is from time to time permitted by applicable law.

Section 5. Additional Utility Easements. In addition to utility easements set forth in in any deed, on any Plat or otherwise, Declarant reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical, telecommunication cable, telephone, drainage or any other utility service for the Lots and Parcels contained within Fleming Island Plantation. The foregoing described utility easement areas, whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot or Parcel in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

ARTICLE VIII

General Use Restrictions

Section 1. General Limitations on Use of the Property. The following general limitations on use of the Property are hereby established:

(a) Garage Doors to be Closed. Except when in operation, all garage doors shall remain closed, so that the interior of the garage is not visible from any adjoining portion of the Property.

(b) Garage or Yard Sales. "Garage Sales" or "Yard Sales" shall be permitted only for disposal of the private property and personal effects of Owners and only on an isolated basis reasonably related to the intended sale of an Owner's Lot.

(c) Solid Waste. The Property shall be subject to a solid waste volume reduction plan compatible with existing and proposed Clay County collection facilities designed to accommodate recycling, compaction and garbage separation programs, as such is adopted from time to time by Declarant.

(d) **Hazardous Materials.** A master hazardous spill contingency plan for the industrial sections of the Project shall be developed and implemented by the Declarant until such time as Declarant Membership in the Association terminates, at which time the Association assumes responsibility for said plan. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Lots other than those which are intended and designed for ordinary household use.

(e) **Utility Lines shall be Underground.** All fuel, electric, energy, telephone, gas and other utility lines located within the Property shall be installed underground, except electrical transformer boxes and utility facilities which must be placed above ground.

(f) **Lawful Use.** No improper or unlawful use shall be made of any portion of the Property. All laws, ordinances, and regulations of all governmental bodies having jurisdiction over any portion of the Property shall be observed.

(g) **Maintenance.** Each Owner, the Association and the CDD shall maintain its portion of the Property in neat, clean and attractive condition at all times. No such party shall cut any living tree having a trunk diameter greater than four (4) inches diameter at breast height without the prior approval of Declarant. No trash, garbage, rubbish, debris or other unsightly object shall be placed or allowed to remain anywhere on the Property, unless stored as provided herein or placed for pick-up and removal in accordance with regulations established by Declarant. In the event that any Owner, the Association or the CDD fails to so maintain its portion of the Property, Declarant or the Board, after written notice to such party, may authorize its agents to enter upon such portion of the Property and perform any necessary maintenance at the expense of such party. In such event, the Board may levy a Special Assessment for the cost of such maintenance against the responsible party.

(h) **No Further Division.** Except as set forth below, no part of the Property owned by any person or entity other than Declarant shall be further subdivided or have its boundaries changed without the consent of Declarant until the Declarant Membership in the Association terminates, and thereafter, without the consent of the Board. Any two or more contiguous Lots owned by the same Owner may be combined into one site for a Single-Family Dwelling Unit. In such event, only the exterior boundary lines of the combined Lots shall be considered in the application of the provisions of this Declaration to such Lots.

(i) **Nuisances.** No activity shall be permitted on any portion of the Property which is an annoyance or nuisance to others, including activity which interferes with television, cable or radio reception on other portions of the Property. Any question as to what activities constitute an annoyance or a nuisance shall be submitted to the Board, whose decision shall be final.

(j) **Off-Street Operation of Motor Vehicles.** All motorized vehicles, including, without limitation, all-terrain vehicles or "dirt bikes," may be operated only on paved roadways and drives, except to the extent necessary for construction of approved Improvements and for normal

maintenance activities related to the Golf Course, the Common Areas, CDD facilities or utilities serving any portion of the Property. The above restriction shall not apply to the operation of golf carts in accordance with the official rules and regulations of the Golf Course.

(k) **Open-Air Burning.** The burning of trash, rubbish, leaves, trees or other materials in the open is prohibited.

(l) **Pets and Animals.** No animals except common domestic household pets may be kept, maintained or cared for within the Property. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. All pets shall be confined by fencing, physical or electronic, or similar barriers, or on a leash. No pet shall be allowed to run at large. No pet may be kept, cared for or boarded for hire on the Property and no kennels shall be allowed. No more than a total of four (4) dogs and/or cats may be kept within any Dwelling Unit or on any Lot.

(m) **Signs; Billboards.** No signs or advertisements of any kind may be placed on any portion of the Property without the approval of Declarant as to size, design, content and location, except for standard realtor "for sale" signs.

(n) **Exterior Holiday Decorations.** Lights or decorations may be erected on the exterior of Dwelling Units or Commercial Buildings in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the BAR shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15th of any year. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday. The Association shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind, except intentional misdeeds and gross negligence.

(o) **Picketing and Demonstrations.** By acceptance of the deed to any Lot covered by this Declaration, the Owner covenants and agrees with the Owners of all other Lots within the Project, that no Owner or resident of any Lot shall engage in picketing, protest marches, sit-in demonstrations, protest speeches or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or within any Common Area, Village Common, easement or street adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition shall not affect the right of any person to participate in any other form of public protest conducted outside the area depicted on the recorded Plats of Fleming Island Plantation. No Owner or resident of any Lot shall engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Common Area, Village Common, easement or street depicted on any Plat of Fleming

Island Plantation. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech and to recognize and agree that Owners have the right to the peaceful enjoyment of their property; the right of privacy; the right to practice their own religion; the freedom of association; the right to engage in a profession, business or life-style of their own choosing provided that the conduct of such profession, business or life-style is not illegal and does not otherwise violate any provision of this Declaration.

(p) **Vehicular Restrictions**. No repairing or overhauling of any vehicle shall be allowed on any portion of the Property, except in emergencies or as otherwise approved by Declarant. No over-sized vehicles, commercial vehicles, boats or any similar property (including, but not limited to, buses, recreational vehicles, campers, boat trailers, and motor homes) shall be kept on the Property except within such areas, if any, as may be specifically designated by Declarant for such use, or unless parked within a garage or an enclosed, screened area approved by Declarant. Any vehicle parked in violation of this Section may be towed at the expense of the Owner thereof if the vehicle remains in violation twenty-four (24) hours after a notice of violation is placed thereon or given to the Owner. The above restrictions on parking shall not apply to the temporary parking of vehicles during construction of approved Improvements or the parking of commercial vehicles providing pick-up, delivery, repair or other services or to any vehicles of Declarant, the CDD, or the Owner of the Golf Course.

Section 2. Declarant's Activities Exempt. Notwithstanding any provision to the contrary elsewhere herein, Declarant expressly reserves the right to take all such actions as it deems appropriate in connection with development, construction, operation and sale of the Project, including without limitation, the construction and use of temporary or permanent sales offices and/or model homes and related parking areas, signs, flags or other promotional aids on any portion of the Property and the use of the Common Areas for marketing, promotion and other activities. All such activities undertaken by Declarant, or those to whom Declarant has assigned Development Rights, shall be exempt from any restrictions in this Declaration.

Section 3. Additional Use Restrictions. Declarant may adopt such additional use restrictions, rules or regulations or may grant such waivers or make such modifications in the application of the foregoing use restrictions as it, in its sole discretion, deems appropriate.

ARTICLE IX

Common Areas

Section 1. General. Common Areas are intended for the use and enjoyment of Owners and other authorized parties, subject to this Declaration and to rules and regulations established pursuant hereto.

Section 2. Village Commons. Certain portions of the Property may be subjected to a separate Village Declaration which may establish Village Commons to be owned and maintained by a Village Association for the exclusive use of the residents of that Village.

Section 3. Wildlife and Wetland Preserves. Wildlife and Wetland Preserves have been established with respect to areas of the Property having special characteristics making it appropriate to retain such areas predominantly in their natural condition. Wildlife and Wetland Preserves within the Project are described in Exhibit "B" and Map "H" of the Development Order. In addition, certain Wetlands areas within Fleming Island Plantation have been or will be deeded to Clay County and are subject to all applicable County regulations.

Section 4. Easements to Owners. All Owners, and their immediate family members, are hereby granted a perpetual non-exclusive easement of ingress and egress and right of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to the Owner's Lot or Parcel, subject to the following provisions:

(a) the limitations with respect to Village Commons set forth in Section 2 of this Article IX;

(b) the restrictions and prohibitions applicable to Wildlife and Wetland Preserves set forth in the Development Order;

(c) the right of Declarant to adopt and enforce rules and regulations pertaining to the use of the Common Areas, which rules shall be in conformity with the restrictions of this Declaration and the requirements of any governmental agency having jurisdiction;

(d) the right of Declarant, the Association or the CDD, as the case may be, to charge fees related to the use thereof and to lease portions thereof to third parties;

(e) the right of Declarant, without further consent from Owners or Mortgagees, to dedicate, grant, modify or terminate easements over all or any part of the Common Areas to any agency, authority or utility company, public or private, to provide utility or cable television service to the Property;

(f) the right of Declarant to sell, convey, transfer or encumber any part of the Common Areas to or for the benefit of any third party, including without limitation, the right to convey minor portions thereof to any Owner in order to resolve setback violations, minor encroachments or similar matters; and

(g) the right of Declarant to authorize other persons, including without limitation, Owners and residents within other parts of the Project, and, until the Declarant Membership in the Association terminates, its employees, to enter upon or use the Common Areas and any

Improvements located thereon subject to the rules and regulations for such use applicable to all parties.

Section 5. Conveyance of Common Areas. Declarant shall convey any Common Areas to the CDD or Association, as Declarant deems appropriate, upon the later of the completion of the Common Areas, or at such time as Declarant Membership in the Association terminates. In any such conveyance, Declarant may reserve rights for use of such Common Areas which are not inconsistent with use by the Owners. Upon any conveyance of Common Areas to the Association, the Association shall succeed to the powers of Declarant reserved in this Article IX with respect to such Common Areas, except such use rights as may be reserved by the instrument of conveyance. Upon any conveyance of Common Areas to the CDD, the CDD may elect to remove such conveyed Common Areas from the force and effect of this Declaration without the necessity for joinder or consent by any other party; however, upon the termination for any reason of the CDD, any property so conveyed and removed from the force and effect of this Declaration shall be reconveyed to the Association, and shall again become subject to this Declaration without the necessity of the consent and joinder of any other party.

ARTICLE X

The Golf Course

Section 1. Ownership and Use of Facilities. The Golf Course is intended to be operated as a commercial venture and be owned by Declarant or by a third party, including the CDD. Declarant makes no representations or warranties with regard to the continuing Ownership or operation of the Golf Course. The Ownership or operational style of the Golf Course may change at any time without the consent of any Owner, any Mortgagee or the Association. By acceptance of a deed, each Owner acknowledges that such Owner has no right, title or interest in the Golf Course or right to become a member thereof by virtue of being an Owner. Nothing contained in this Declaration shall limit the ability of any Owner of the Golf Course to determine in its sole discretion how and by whom the Golf Course and facilities shall be used. OWNERSHIP OF ANY INTEREST IN ANY PORTION OF THE PROPERTY, OR MEMBERSHIP IN THE ASSOCIATION, DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE GOLF COURSE OR ITS FACILITIES AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE GOLF COURSE OR ITS FACILITIES.

Section 2. Golf Course Easement. Declarant hereby grants the Owner of the Golf Course a perpetual non-exclusive easement burdening all portions of the Property adjoining any boundary line of the Golf Course. Such easement shall entitle registered golf course players and their caddies to enter upon the easement area to recover or play a ball, subject to the official rules and regulations of the Golf Course, provided that golfers or their caddies shall not be entitled to enter into such easement area with a golf cart or other vehicle. Such easement shall also include the flight of golf balls over and upon Lots or Parcels, the use of necessary and usual equipment upon the Golf Course; the usual noise level created by the playing of the game of golf and by maintenance activities

or equipment on the Golf Course, and all other common and usual activities associated with the game of golf and with all of the normal and usual activities associated with the operation of a golf course. Both the Owner of the Golf Course and the Owners of property adjoining the Golf Course shall endeavor to reasonably regulate the noise emanating across their common boundaries so as to be considerate of their neighbor's use and enjoyment of their property. Any unreasonable noise level shall be subject to the reasonable regulation by Declarant or the Board.

Section 3. Limitations on Amendments. In recognition of the fact that the provisions of this Article X are for the benefit of the Golf Course, no amendment to this Article X and no amendment in derogation hereof to any other provisions of this Declaration may be made without the written approval thereof by the Owner of the Golf Course, which approval may not be arbitrarily withheld.

Section 4. Provisions regarding Golf Course and Facilities.

(a) Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges that the proximity of the Golf Course or its facilities to surrounding properties results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, which risks are assumed by such Owner, and that each Owner's use and enjoyment of any portion of the Property may be limited as a result, and that the Owners of the Golf Course and its facilities, and their respective affiliates and agents, shall have no obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any portion of the Property, or their guests or invitees, for damage or injury resulting from errant golf balls being hit upon such portion of the Property;

(b) Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges:

(i) That the Owners of the Golf Course and its facilities, and their respective affiliates and agents, may add to, remove, or otherwise modify the landscaping, trees, and other features of the Golf Course and its facilities, including changing the location, configuration, size and elevation of bunkers, fairways and greens, and constructing fences, and that the Owners of the Golf Course and its facilities, and their respective affiliates and agents, shall have no liability to any Owner as a result of such modification; and

(ii) That there are no express or implied easements over the Golf Course and its facilities for view purposes, and no guaranty or representation is made by any person or entity that any view over and across the Golf Course or its facilities will be preserved without impairment, and that no Owner of a Lot or Parcel, nor Owner or operator of the Golf Course or its facilities, shall have any obligation to prune or thin trees or other landscaping to preserve views over the Golf Course or its facilities.

(c) Each Owner, by its acceptance of a deed or other conveyance of any portion of the Property, assumes the risk associated with the Golf Course and its facilities (regardless of whether the Owner is using such facilities) and agrees that neither the Owners of the Golf Course or its facilities, the Declarant, nor any of their respective affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, or any other portion of the Property, shall be liable to any Owner or any other person claiming any loss or damages, including without limitation, indirect, special, or consequential loss or damages arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's property to any Golf Course or its facilities, including without limitation, any claim arising, in whole or in part, from the negligence of any of the Owners of the Golf Course or its facilities, or their respective affiliates or agents, or any other person or entity designing, constructing, owning or managing the Property. Each Owner further hereby agrees to hold harmless the Owners of the Golf Course and its facilities or any other persons or entities owning or managing such facilities, or designing, constructing, or owning any other portion of the Property, from and against any and all claims arising out of the design or construction of the Golf Course or the negligence or willful misconduct of any member, guest or invitee using the Golf Course facilities.

ARTICLE XI

The Association

Section 1. Association Duties and Powers. Declarant has formed the Association to manage and/or own the Common Areas, to the extent not owned and managed by the CDD, and to implement and manage the architectural review policies, enforce the covenants and restrictions contained in this Declaration, and generally enhance and protect the common scheme and values created by this Declaration. The Association shall have the duties and powers set forth in this Declaration and in its Articles and Bylaws, specifically including, without limitation, the responsibility to maintain the Common Areas (except for any part thereof maintained by the CDD) whether or not owned by the Association. In the event of any conflict between the provisions of the Articles or Bylaws and the provisions of this Declaration, this Declaration shall control. The Association may take such measures and perform such services as it deems necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, eliminate fire, health or safety hazards and provide such other services or facilities which may be of general benefit to the Owners and the Property.

Section 2. Membership. Declarant and each Owner shall be members of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any portion of the Property. Whenever any portion of the Property is owned by more than one individual or by an entity such as a corporation, partnership or trust, then such parties or entity shall designate one person as the "Member" who shall have the right to cast any votes appurtenant to such membership. In addition, such corporation, partnership, trust or other ownership entity, shall designate one person who shall have the privileges of membership in the Association.

Section 3. Classifications of Membership and Voting. The Association shall have membership classifications and voting rights as set forth in the Bylaws.

Section 4. Villages. Until the Declarant Membership in the Association terminates, Declarant, or such successor in title to whom this right is expressly assigned, may establish Villages within the Property for the purpose of delegating to a Village Association the responsibility for maintenance of Village Commons and/or enactment of Village Assessments or such other purpose as Declarant shall deem appropriate. After such Declarant Membership terminates, the Board shall have the power to make this delegation. Such delegation and the specific rights and powers of a Village Association shall be contained in an amendment to this Declaration (and, if appropriate, an amendment to the Articles and Bylaws) or the recording of a separate Village declaration consented to and joined in by the Declarant (until Declarant Membership terminates) and the Association. In the event of any inconsistent or conflicting provision between this Declaration and the declaration of any Village to which the Association and Declarant have consented and joined, this Declaration shall control, except for such provisions of the Village Declaration as are expressly agreed by Declarant to take precedence. The Village Declaration may not be amended without the consent and joinder by the Declarant (until Declarant's Membership terminates) and the Association, except for those amendments dealing with the restrictive easements and limitations relating to the Village Commons and the governance or assessment provisions of the Village Association.

Section 5. Mergers. Upon any merger or consolidation of the Association with another association, the property rights and obligations of the Association may be transferred to another surviving or consolidated association, or, in the alternative, the rights and obligations of another association may be added to the those of the Association as the surviving or consolidated association. The surviving or consolidated association may administer this Declaration, together with any covenants and restrictions established upon any other properties with respect to which such association functions, as one plan.

ARTICLE XII

Assessments

Section 1. Authority to Levy; Purpose. The Association shall have authority to levy Assessments against all Lots or Parcels as provided hereinafter. The Assessments shall be used to promote the recreation and security of the Owners; improve, maintain and repair the Common Areas and any other portions of the Property for which the Association has maintenance authority or responsibility; operate and administer the Association; establish a maintenance, repair and reserve account; pay taxes and insurance with respect to all Common Areas; and fulfill other purposes set forth or permitted in this Declaration, the Articles or the Bylaws of the Association.

Section 2. Owner's Personal Obligation. Each Owner shall be personally obligated to pay all Assessments levied against such Owner's Lot or Parcel, together with any interest, costs, and attorney's fees accrued thereon, and the Association may bring an action at law for collection

of same against any Owner so obligated. No Owner may waive or otherwise limit liability for Assessments by not using the Common Areas or his Lot or Parcel. All Assessments shall become delinquent if not paid within fifteen (15) days after their due date, be subject to a late fee as determined by the Board and, upon becoming delinquent, bear interest at the rate of eighteen percent (18%) per annum from the date of delinquency until paid.

Section 3. Lien. Each Assessment shall be secured by a lien upon the Lot or Parcel against which such Assessment is levied. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of Clay County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law. The Association shall be entitled to recover all costs in such proceedings, including attorney's fees. Each Assessment lien shall be subordinate and inferior to any mortgage lien arising prior to the date such Assessment lien attaches, but only as to assessments, which were due and payable prior to a transfer by foreclosure or deed or proceeding in lieu of foreclosure. Such lien shall be superior to any assessments levied by any Village Association.

Section 4. Association Budget; Financial Statements. As soon as reasonably possible after formation of the Association and prior to January 1, of each year thereafter, the Board shall adopt an annual budget for the operation of the Association during that calendar year, which budget shall be the basis for determining Regular Assessments as provided below. The budget shall include such amounts as the Board considers necessary to pay Association expenses for such year and provide working capital and reserves. The Board shall send each Owner a copy of the budget promptly after adoption. In addition, within ninety (90) days after the close of each calendar year, the Board shall cause financial statements, including a balance sheet, showing the actual assets and liabilities of the Association and a statement of revenues, costs and expenses for that year, to be distributed to all Owners.

Section 5. Initial Assessments. Each Lot or Parcel is hereby subjected to an Initial Assessment of fifty dollars ($50.00), payable at initial closing of the Owner occupant. The Board may, in the future, determine various levels of Initial Assessment among different membership classifications and for Improved and unimproved Lots or Parcels, but otherwise the Initial Assessment shall be uniform in dollar amount within each membership classification.

Section 6. Regular Assessments. Each Lot or Parcel is hereby subjected to Regular Assessments, payable on an annual, quarterly or monthly basis, as determined by the Board. The Board may determine various levels of Regular Assessments among different membership classifications and for Improved and unimproved Lots or Parcels, but otherwise Regular Assessments shall be uniform in dollar amount within each membership classification.

Section 7. Special Assessments. The Board may levy Special Assessments to meet expenses of an extraordinary or emergency nature or as provided elsewhere herein.

Section 8. Capital Assessments. The Board may levy Capital Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Improvements upon the Common Areas.

Section 9. Village Assessments. The Board may levy Village Assessments applicable only to Owners within a Village, for any services performed by the Association which primarily benefit the Owners within the Village or pertain to the Village Commons. The Board may, in its discretion, delegate to a Village Association the right to levy Village Assessments, as set forth in Article XI, Section 4 hereof.

Section 10. Special Assessments for Failure to Maintain Property. If an Owner fails to maintain his Lot or Parcel as required pursuant to this Declaration, and Declarant, the CDD or the Board elects to perform such maintenance, the Board may levy a Special Assessment against the Owner's Lot or Parcel to reimburse Declarant, the CDD or the Association for the costs of such maintenance.

Section 11. Exempt Property. All Common Areas or other portions of the Property owned by the CDD, Clay County, a local public authority or utility company and serving a public use or by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of Florida shall be exempt from Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other Parcels owned by the Declarant shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments, unless Declarant so elects pursuant to the following:

(a) During the Development Period, the Declarant shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Association pursuant to this Declaration. The Declarant shall be obligated to fund such balance only as the expenses are actually incurred by the Association; or

(b) During the Development Period, the Declarant may, in the alternative, elect, by providing written notice to the Board, to pay the appropriate rate of assessment for each Unit owned by Declarant and subject to assessment, without waiving its Declarant Member status and, in such event, shall not be liable for the operating deficit of the Association as provided in Section 11(a) above.

The Development Period shall begin upon the conveyance of the first Lot or Parcel in the Property to an Owner other than Declarant and shall continue until (i) the Declarant shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Declarant's Membership shall cease, whichever shall occur first. Upon termination of the Declarant's agreement to pay operating deficits, the Declarant shall become obligated to pay the appropriate rate of

assessment for each Lot owned by Declarant and subject to assessment until such time as the Declarant no longer owns any Lots or Parcels within the Property.

Section 12. Association Certificate. For a reasonable charge, the Association shall furnish to an Owner, his Mortgagee or other interested party a certificate signed by an officer of the Association setting forth whether the Assessments for a specified Lot or Parcel have been paid. Such certificate shall be binding upon the Association as of the date of its issuance.

Section 13. Failure to Give Notice or Revise Budget. The failure or delay of the Board to adopt an annual budget for any year or to give notice of any change therein shall not constitute a waiver or release in any manner of an Owner's obligation to pay Assessments whenever the same shall be determined. In the absence of an annual budget or notice of change, each Owner shall continue to pay the Regular Assessments at the level established for the previous year.

Section 14. No Reduction in Services. Until the Declarant Membership terminates, the Association may not reduce the level of services that it provides initially as established herein and in its Bylaws without the consent of Declarant, which may be arbitrarily withheld.

Section 15. Third Party Services. The Board may use third party services for billing and collection services to bill and collect Assessments, and maintenance, including the delegation of such responsibilities to the CDD.

ARTICLE XIII

Insurance

Liability Insurance for Board of Directors. The Association may maintain such liability insurance for the Board as the Board deems appropriate or as required by law.

ARTICLE XIV

Rights of Mortgagees

Section 1. Notice Rights. The following provisions are hereby made for the benefit of parties holding first mortgages that encumber any Lot or Parcel ("Mortgagees"). To the extent that said provisions conflict with any other provisions of this Declaration, the following provisions shall control:

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances current copies of this Declaration (with all amendments) and the Association's Articles of Incorporation, Bylaws, architectural criteria, rules and regulations and books and records of the Association. Furthermore,

such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30)) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a mortgage encumbering a Lot or Parcel shall have, if first requested in writing, the right to timely written notice of (i) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot or Parcel, (ii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association (iii) any amendment to this Declaration, the Association's Articles of Incorporation, Bylaws, architectural criteria or rules and regulations; and (iv) notice of any extraordinary action taken by the Association.

Section 2. Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot or Parcel by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot or Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

ARTICLE XV

Amendment

Section 1. Amendment by Declarant. Until the Declarant Membership terminates, Declarant, and thereafter, the Board, may amend this Declaration without prior approval of any Owner, Mortgagee or other party:

(a) to conform or comply with the Development Order or the requirements of the CDD or of any other governmental agency having jurisdiction over any portion of the Property;

(b) for any purpose not materially and adversely affecting the rights of any Owner, Mortgagee, the CDD or the Association;

(c) to establish a Village or amend provisions governing an existing Village;

(d) to cure any ambiguity or inconsistency herein;

(e) to add particular provisions to specific portions of the Property or to limit or modify certain of the provisions of this Declaration as they pertain to specific portions of the Property; and

(f) for the purposes contemplated by Article III, Section 4.

Any amendments pursuant to this Section 1 shall be effective upon recordation thereof in the public records of Clay County, Florida.

Section 2. Amendment With Owner Approval. Except as set forth in Section 1 above, this Declaration may be amended at any time if such amendment is approved by (i) Declarant, so long as it is the Declarant Member, and thereafter, by the Board; and (ii) the affirmative vote of 51% of Owners, other than Declarant, voting on any such amendment, subject to the following quorum requirements for an Association Member's Meeting for the consideration of such an amendment. At such time as the Membership is less than 250, the quorum requirement shall be 20% of all votes; when the Membership is between 250 and 1,000, the quorum requirement shall be 10% of all votes, and when the Membership exceeds 1,000, the quorum requirement shall be 5% of all votes. Notwithstanding the foregoing, no amendment shall violate the Development Order. Upon the approval of any such amendment, the President and Secretary of the Association shall execute and record the same in the public records of Clay County, Florida, and such amendment shall be effective upon such recording. No such amendment to this Declaration shall materially impair the rights or lien of any Mortgagee without such Mortgagee's express written consent thereto.

ARTICLE XVI

Miscellaneous

Section 1. Enforcement; Waiver. The Association, any Owner and Declarant, until the Declarant Membership terminates, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. Until the Declarant Membership terminates, Declarant, and thereafter the Board, shall have the right to waive any violation of this Declaration believed to be minor or insubstantial or not otherwise materially inconsistent with the Statement of Purpose in Article I.

Section 2. Costs of Enforcement; Fines. Any Owner breaching any obligation under this Declaration shall be liable for all damages, costs and expenses, including without limitation, attorney's fees, incurred by any party in connection with enforcing this Declaration against such Owner, and any charges, impositions or fines levied by any governmental authority as a result of a breach of the restrictions as provided herein. In addition, the Board may adopt rules and regulations containing procedures for imposing reasonable fines for the breach by any Owner of any obligation

contained herein. All such fines shall be Special Assessments against the Owner and the Owner's Lot or Parcel.

Section 3. Assignment of Declarant Rights. Declarant may elect to assign its rights under this Declaration, in whole or in part, at any time. When the Declarant Membership terminates, Declarant shall assign to the Board and/or the CDD, as may be appropriate, all of Declarant's rights under this Declaration not previously delegated or assigned.

Section 4. Special Amendment. Notwithstanding anything contained herein to the contrary, as long as there is Declarant Membership, or so long as Declarant is entitled to annex without the consent of any Owner, the Association or any Mortgagee, the Declarant hereby reserves and is granted the right and power to make, without consent or joinder of any Owner or other person, and to record in the public records of Clay County, Florida, Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration, or any other governmental or quasi-governmental agency or entity which perform (or may in future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property; or (3) to conform to different types of homes which may be developed in any future Additional Land annexed to the Property; or (4) to cure any ambiguity or inconsistency; or (5) to cure any ambiguity or inconsistency between this Declaration and any provisions of the St. Johns River Water Management District permit affecting the Property issued prior to the recording of the Declaration, or (6) to add additional covenants or restrictions which are consistent with the Development Order and are beneficial, in Declarant's opinion, for the overall development. Provided however, that no such Special Amendment shall discriminate against any Lot not owned by Declarant, unless such other Owners and their mortgagees so affected shall give their prior written consent thereto; and no such Special Amendment shall materially adversely affect or change any Lot nor the share of the expense of the Association appurtenant thereto, unless the Owners of the Lots so affected and all record owners of mortgages upon such Lots shall join in execution of the Special Amendment.

Section 5. Severability. Invalidation of any one provision of this Declaration by law, judgment or court order shall in no way affect any other provision hereof.

Section 6. Term; Survival. This Declaration shall run with and bind the Property for a term of thirty (30) years from the date it is recorded, and shall be automatically extended for successive periods of ten (10) years unless terminated by vote of Owners holding sixty percent (60%) of the votes of the Association. The easements granted and reserved herein shall survive any termination of this Declaration.

Section 7. Additional Restrictions. Without the joinder of any other party, Declarant may subject portions of the Property to additional covenants, conditions, restrictions or limitations,

provided that all such additional provisions are consistent with the Statement of Purpose set forth in Article I and comply with the Development Order.

Section 8. Limited Liability. Whenever in this Declaration Declarant is granted a right of approval, review, inspection or consent as to any matter, Declarant may exercise or refrain from exercising such right without liability in any form whatsoever to any Owner or other party.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 2 day of December, 1999.

CENTEX HOMES,
a Nevada General Partnership

By: Centex Real Estate Corporation, a Nevada corporation, as General Partner

By: Douglas W. Smith
Its: Division President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of ~~September~~ DECEMBER, 1999, by DOUGLAS W. SMITH, the DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada Corporation, general partner of Centex Homes, a Nevada general partnership, on behalf of the Partnership, who is personally known to me or who has produced _____ as identification.

Sharon D. Gipson
Notary Public, State of FLORIDA
Name: SHARON D. GIPSON

Sharon D. Gipson
MY COMMISSION # CC713466 EXPIRES
February 3, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: 2/3/02
My Commission Number is: CC713466

(SEAL)

I:\USER\SSB\STAUGUST\FLEMING\Cov92.wpd

OR BOOK 1834 PAGE 0855

COMPOSITE EXHIBIT "A"

("Property")

Legal Descriptions Attached

I:\USER\SSB\STAUGUST\FLEMING\Cov92.wpd

OR BOOK 1834 PAGE 057

WOODLANDS - UNIT ONE

Lots 1 through 14, Lots 35 through 78, and Lots 169 through 218, Woodlands - Unit One, as shown on plat thereof recorded in Plat Book 33, pages 47-54, Public Records of Clay County, Florida.

OFFICE PHONE 396-2611
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.
PROFESSIONAL SURVEYORS & MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

JULY 30, 1999

PARCEL 10-C (FLEMING ISLAND)

A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S HIGHWAY NO 17, STATE ROAD NO. 15 (A VARIABLE WIDTH RIGHT OF WAY) WITH THE CENTERLINE OF VILLAGE SQUARE PARKWAY (A 100 FOOT RIGHT OF WAY) AS SHOWN ON THE PLAT OF FLEMING PLANTATION - FIRST ROADWAY PLAT, AS RECORDED IN PLAT BOOK 34, PAGES 1, THROUGH 9, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 87° 08' 37" WEST, ALONG SAID CENTERLINE OF VILLAGE SQUARE PARKWAY, A DISTANCE OF 414 78 FEET TO A POINT OF CURVATURE, RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED CENTERLINE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 1,099.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42° 08' 37" WEST, 989.95 FEET; THENCE NORTH 87° 08' 37" WEST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE IN THE WESTERLY RIGHT OF WAY LINE OF SAID VILLAGE SQUARE PARKWAY FOR THE POINT OF BEGINNING

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT OF WAY LINE OF VILLAGE SQUARE PARKWAY, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 750.00 FEET, AN ARC DISTANCE OF 245 50 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06° 31' 16" EAST, 244.41 FEET, THENCE SOUTH 69° 17' 23" WEST, A DISTANCE OF 480 96 FEET TO A POINT OF CURVATURE, RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 275.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58° 08' 15" WEST, 238.24 FEET; THENCE NORTH 05° 33' 53" WEST, A DISTANCE OF 433.29 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300 00 FEET, AN ARC DISTANCE OF 452.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37° 36' 20" EAST, 410.50 FEET; THENCE NORTH 80° 46' 32" EAST, A DISTANCE OF 396.23 FEET TO A POINT ON A CURVE IN THE PREVIOUSLY MENTIONED WESTERLY RIGHT OF WAY LINE OF VILLAGE SQUARE PARKWAY; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 900.00 FEET, AN ARC DISTANCE OF 305.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06° 52' 20" EAST, 304.16 FEET; THENCE SOUTH 02° 51' 23" WEST, A DISTANCE OF 231.13 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED LANDS CONTAIN 12 33 ACRES, MORE OR LESS

OR BOOK 1834 PAGE 0865

CHATHAM VILLAGE UNIT ONE

Lots 1-32, Lots 153-179 and Chatham Village Drive of Chatham Village Unit One according to Plat thereof recorded in Plat Book 34, pages 30-34 of the current public records of Clay County, Florida.

OR BOOK 1834 PAGE 080

RIVER HILLS RESERVE UNIT ONE

Lots 1-25, Lots 56-84 of River Hills Reserve Unit One according to Plat thereof recorded in Plat Book 34, pages 70-75 of the current public records of Clay County, Florida.

OR BOOK 1834 PAGE 081

SOUTHERN LINKS UNIT ONE

Lots 1-24, Lots 41-72 of Southern Links Unit One according to Plat thereof recorded in Plat Book 34, pages 37-43 of the current public records of Clay County, Florida.

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

OR BOOK 1834 PAGE 0852

(REVISED AUGUST 16, 1999)
MARCH 8, 1999

FLEMING ISLAND GOLF COURSE PARCEL #1

A PORTION OF SECTIONS, 8, 9, 16 AND 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF FLEMING PLANTATION BOULEVARD (AN 80 FOOT RIGHT OF WAY) AND TOWN CENTER BOULEVARD (A 100 FOOT RIGHT OF WAY) AS SHOWN OF THE PLAT OF FLEMING PLANTATION - FIRST ROADWAY PLAT AS RECORDED IN PLAT BOOK 34, PAGES 1 THROUGH 9, OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 08° 53' 59" EAST, ALONG SAID CENTERLINE OF TOWN CENTER BOULEVARD, 70.00 FEET; THENCE SOUTH 81° 06' 01" EAST, DEPARTING SAID CENTERLINE, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36° 06' 01" EAST, 42.43 FEET; RUN THENCE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID FLEMING PLANTATION BOULEVARD: 1ST COURSE, SOUTH 81° 06' 01" EAST, 172.22 FEET TO A POINT OF CURVATURE; 2ND COURSE, RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 345.21 FEET TO A POINT OF REVERSE CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81° 14' 23" EAST, 339.77 FEET; 3RD COURSE, RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 640.00 FEET, AN ARC DISTANCE OF 687.72 FEET TO A POINT OF REVERSE CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85° 38' 10" WEST, 655.10 FEET; 4TH COURSE, RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 960.00 FEET, ARC DISTANCE OF 389.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66° 28' 48" EAST, 386.97 FEET; 5TH COURSE, NORTH 11° 53' 33" EAST, 10.00 FEET TO A POINT ON A CURVE; 6TH COURSE, RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID NORTHERLY RIGHT OF WAY LINE OF FLEMING PLANTATION BOULEVARD (A 100 FOOT RIGHT OF WAY AT THIS POINT), SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 950.00 FEET, AN ARC DISTANCE OF 202.38 FEET TO A POINT OF COMPOUND CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84° 12' 38" EAST, 202.00 FEET; 7TH COURSE, RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 41.34 FEET TO A POINT OF COMPOUND CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87° 32' 00" EAST, 41.33 FEET; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00

FLEMING ISLAND GOLF COURSE PARCEL #1
MARCH 8, 1999 (REVISED AUGUST 16, 1999)

FEET, AN ARC DISTANCE OF 45.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42° 15' 21" EAST, 41.02 FEET; THENCE SOUTH 89° 59' 49" WEST, 136.82 FEET; THENCE NORTH 19° 18' 14" EAST, 173.10 FEET; THENCE NORTH 00° 22' 06" EAST, 150.19 FEET; THENCE NORTH 82° 10' 40" WEST, 188.75 FEET; THENCE NORTH 77° 24' 21" WEST, 425.45 FEET; THENCE NORTH 64° 31' 18" WEST, 100.75 FEET; THENCE NORTH 64° 14' 53" WEST, 379.06 FEET; THENCE NORTH 42° 20' 26" WEST, 140.26 FEET; THENCE SOUTH 47° 39' 34" WEST, 213.99 FEET; THENCE SOUTH 68° 04' 54" WEST, 346.18 FEET; THENCE NORTH 81° 06' 01" WEST, 59.29 FEET; THENCE NORTH 08° 53' 59" EAST, 378.39 FEET; THENCE NORTH 88° 01' 14" EAST, 206.80 FEET; THENCE NORTH 47° 39' 34" EAST, 695.00 FEET; THENCE NORTH 32° 37' 58" EAST, 77.66 FEET; THENCE NORTH 44° 43' 59" EAST, 62.38 FEET; THENCE NORTH 67° 12' 54" EAST, 62.38 FEET; THENCE SOUTH 85° 20' 53" EAST, 89.26 FEET; THENCE SOUTH 52° 57' 20" EAST, 89.26 FEET; THENCE NORTH 55° 26' 00" EAST, 722.96 FEET; THENCE NORTH 07° 19' 48" EAST, 99.33 FEET; THENCE NORTH 44° 40' 31" EAST, 848.05 FEET; THENCE SOUTH 54° 19' 51" EAST, 121.50 FEET; THENCE NORTH 44° 40' 31" EAST, 20.25 FEET; THENCE NORTH 54° 19' 51" WEST, 126.76 FEET; THENCE NORTH 29° 41' 12" EAST, 46.99 FEET; THENCE NORTH 02° 51' 23" EAST, 75.00 FEET; THENCE NORTH 87° 08' 37" WEST, 300.00 FEET; THENCE SOUTH 70° 08' 27" WEST, 25.77 FEET; THENCE SOUTH 40° 00' 25" WEST, 206.13 FEET; THENCE SOUTH 61° 15' 14" WEST, 106.61 FEET; THENCE SOUTH 78° 30' 38" WEST, 90.77 FEET; THENCE NORTH 83° 47' 23" WEST, 90.77 FEET; THENCE NORTH 70° 07' 51" WEST, 92.01 FEET; THENCE NORTH 45° 15' 58" WEST, 380.19 FEET; THENCE NORTH 57° 14' 06" WEST, 103.61 FEET; THENCE NORTH 67° 24' 27" WEST, 840.00 FEET; THENCE NORTH 86° 35' 01" WEST, 35.67 FEET; THENCE SOUTH 64° 24' 26" WEST, 490.01 FEET; THENCE SOUTH 50° 22' 16" WEST, 61.85 FEET; THENCE SOUTH 64° 24' 26" WEST, 80.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PREVIOUSLY MENTIONED TOWN CENTER BOULEVARD; THENCE SOUTH 25° 35' 34" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 191.96 FEET; THENCE NORTH 72° 12' 00" EAST, DEPARTING SAID RIGHT OF WAY LINE, 145.55 FEET; THENCE NORTH 87° 30' 30" EAST, 73.18 FEET; THENCE SOUTH 86° 07' 04" EAST, 79.46 FEET; THENCE SOUTH 73° 10' 31" EAST, 66.61 FEET; THENCE SOUTH 58° 35' 16" EAST, 853.09 FEET; THENCE SOUTH 32° 40' 55" EAST, 97.12 FEET; THENCE SOUTH 12° 30' 39" EAST, 83.36 FEET; THENCE SOUTH 07° 39' 38" WEST, 83.36 FEET; THENCE SOUTH 27° 49' 54" WEST, 83.36 FEET; THENCE SOUTH 48° 59' 01" WEST, 83.12 FEET; THENCE SOUTH 64° 39' 46" WEST, 229.48 FEET; THENCE SOUTH 46° 32' 09" WEST, 160.86 FEET; THENCE SOUTH 69° 08' 22" WEST, 67.28 FEET; THENCE SOUTH 79° 46' 46" WEST, 50.03 FEET; THENCE SOUTH 16° 19' 53" EAST, 116.06 FEET; THENCE SOUTH 46° 32' 09" WEST, 631.42 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD; THENCE SOUTH 03° 57' 49" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 73.79 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID EASTERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 145.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02° 28" 05" WEST, 145.62 FEET; THENCE SOUTH 08° 53' 59" WEST, 670.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 58.10 ACRES, MORE OR LESS.

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

OR BOOK 1834 PAGE 0

(REVISED AUGUST 16, 1999)
MARCH 8, 1999

FLEMING ISLAND GOLF COURSE PARCEL #2

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF FLEMING PLANTATION BOULEVARD (A 100 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FLEMING PLANTATION - FIRST ROADWAY PLAT, AS RECORDED IN PLAT BOOK 34, PAGES 1 THROUGH 9, OF THE PUBLIC RECORDS OF SAID COUNTY) WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 (STATE ROAD NO. 15, A VARIABLE WIDTH RIGHT OF WAY) AND RUN NORTH 02° 51' 23" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17, A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE (SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID FLEMING PLANTATION BOULEVARD), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47° 51' 23" WEST, 42.43 FEET; THENCE NORTH 87° 08' 37" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 119.97 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID NORTHERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 359.27 FEET TO A POINT OF REVERSE CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67° 07' 32" WEST, 347.32 FEET; RUN THENCE IN A SOUTHWESTERLY DIRECTION CONTINUING ALONG THE ARC OF A CURVE IN SAID NORTHERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 550.00 FEET; AN ARC DISTANCE OF 280.19 FEET TO A POINT OF COMPOUND CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55° 59' 20" WEST, 277.17 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 55.23 FEET TO A POINT OF COMPOUND CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 56° 40' 36" WEST, 47.75 FEET; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 186.00 FEET, AN ARC DISTANCE OF 72.75 FEET TO A POINT OF REVERSE CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07° 16' 03" EAST, 72.28 FEET; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 86.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10° 52' 16" EAST, 85.98 FEET; THENCE NORTH 03° 16' 14" EAST, 148.84 FEET; THENCE NORTH 53° 54' 40" EAST, 463.14 FEET; THENCE NORTH 48° 41' 19" EAST, 69.42 FEET; THENCE NORTH 33° 56' 11" EAST, 54.50 FEET; THENCE NORTH 19° 43' 16" EAST, 61.81 FEET; THENCE NORTH 04° 36' 25" EAST, 61.81 FEET; THENCE NORTH 08° 42' 48" WEST, 63.14 FEET; THENCE NORTH 26° 00' 10" WEST, 148.68 FEET; THENCE NORTH 03° 13' 02" WEST, 414.08 FEET; THENCE NORTH 38° 26' 50" WEST, 83.45 FEET; THENCE NORTH 64° 43' 35" WEST, 86.67 FEET; THENCE NORTH 55° 17' 36" WEST, 235.26 FEET; THENCE NORTH 49° 13' 34" EAST, 112.50 FEET; THENCE NORTH 06° 45' 15" EAST, 85.21 FEET; THENCE NORTH 44° 40' 31" EAST, 737.46 FEET; THENCE NORTH 54° 19' 51" WEST, 121.50 FEET; THENCE NORTH 44° 40' 31" EAST, A DISTANCE OF 16.56 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 3.68 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44° 04' 22" EAST, 3.68 FEET; THENCE SOUTH 54° 19' 51" EAST, 121.54 FEET; THENCE NORTH 44° 40' 31" EAST, 90.00 FEET; THENCE SOUTH 87° 08' 37" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE PREVIOUSLY MENTIONED WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17; THENCE SOUTH 02° 51' 23" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2,108.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.66 ACRES, MORE OR LESS.

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

OR BOOK 1834 PAGE 0801

(REVISED AUGUST 16, 1999)
MARCH 10, 1999

FLEMING ISLAND GOLF COURSE PARCEL # 3

A PORTION OF SECTIONS 8 AND 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF FLEMING PLANTATION BOULEVARD (AN 80 FOOT RIGHT OF WAY) AND TOWN CENTER BOULEVARD (A 100 FOOT RIGHT OF WAY) AS SHOWN ON THE PLAT OF FLEMING ISLAND - FIRST ROADWAY PLAT, AS RECORDED IN PLAT BOOK 34, PAGES 1 THROUGH 9 OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN SOUTH 08° 53' 59" WEST, ALONG SAID CENTERLINE OF TOWN CENTER BOULEVARD, A DISTANCE OF 30.00 FEET; RUN THENCE NORTH 81° 06' 01" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID TOWN CENTER BOULEVARD FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 86° 10' 31" WEST, 317.80 FEET; THENCE SOUTH 08° 53' 59" WEST, 60.00 FEET; NORTH 81° 06' 01" WEST, 100.00 FEET; THENCE SOUTH 56° 11' 22" WEST, 202.19 FEET; THENCE SOUTH 33° 48' 38" EAST, 255.89 FEET; THENCE SOUTH 08° 53' 59" WEST, 126.41 FEET; THENCE NORTH 87° 50' 20" WEST, 1,205.22 FEET; THENCE SOUTH 02° 09' 40" WEST, 120.00 FEET; THENCE NORTH 87° 50' 20" WEST, 20.00 FEET; THENCE NORTH 02° 09' 40" EAST, 120.00 FEET; THENCE NORTH 87° 50' 20" WEST, 284.42 FEET; THENCE SOUTH 76° 53' 21" WEST, 72.57 FEET; THENCE SOUTH 38° 14' 35" WEST, 156.67 FEET; THENCE SOUTH 12° 22' 30" WEST, 815.03 FEET; THENCE SOUTH 27° 22' 55" EAST, 214.58 FEET; THENCE SOUTH 67° 52' 51" EAST, 169.07 FEET; THENCE SOUTH 69° 08' 15" EAST, 329.72 FEET; THENCE SOUTH 86° 45' 59" EAST, 136.48 FEET; THENCE NORTH 75° 19' 00" EAST, 153.70 FEET; THENCE SOUTH 69° 50' 43" EAST, 215.96 FEET; THENCE NORTH 85° 08' 51" EAST, 105.31 FEET; THENCE NORTH 41° 46' 25" EAST, 113.32 FEET; THENCE NORTH 11° 40' 13" EAST, 105.30 FEET; THENCE NORTH 26° 57' 28" WEST, 113.51 FEET; THENCE NORTH 62° 09' 26" WEST, 253.51 FEET; THENCE NORTH 27° 52' 15" WEST, 111.47 FEET; THENCE NORTH 48° 05' 27" WEST, 591.26 FEET; THENCE NORTH 77° 37' 30" WEST, 77.76 FEET; THENCE NORTH 12° 22' 30" EAST, 145.00 FEET; THENCE SOUTH 77° 37' 30" EAST, 23.21 FEET; THENCE NORTH 02° 09' 40" EAST, 112.70 FEET; THENCE SOUTH 87° 50' 20" EAST, 357.06 FEET; THENCE SOUTH 00° 43' 46" WEST, 120.04 FEET; THENCE SOUTH 57° 56' 41" EAST, 99.51 FEET; THENCE SOUTH 46° 02' 55" EAST, 504.94 FEET; THENCE SOUTH 84° 19' 04" EAST, 761.36 FEET; THENCE SOUTH 82° 23' 20" EAST, 148.55 FEET TO A POINT ON THE PREVIOUSLY MENTIONED WESTERLY RIGHT OF WAY LINE OF TOWN CENTER BOULEVARD; THENCE SOUTH 05° 28' 25" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 387.91 FEET; THENCE SOUTH 84° 46' 20" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, 218.48 FEET; THENCE SOUTH 68° 17' 34" WEST, 86.30 FEET; THENCE SOUTH 78° 15' 36" WEST, 255.00 FEET; THENCE NORTH 77° 14' 39" WEST, 52.29 FEET;

THENCE SOUTH 64° 28' 14" WEST, 172.95 FEET; THENCE SOUTH 31° 02' 49" WEST, 497.93 FEET; THENCE SOUTH 90° 00' 00" WEST, 533.94 FEET; THENCE NORTH 58° 24' 54" WEST, 1,127.18 FEET; THENCE NORTH 00° 00' 14" EAST, 828.48 FEET; THENCE NORTH 38° 12' 02" WEST, 775.11 FEET; THENCE NORTH 00° 31' 34" WEST, 504.82 FEET; THENCE NORTH 79° 51' 54" EAST, 1,000.00 FEET; THENCE SOUTH 82° 35' 04" EAST, 1,220.00 FEET; THENCE NORTH 01° 33' 19" WEST, 240.00 FEET; THENCE NORTH 72° 45' 28" WEST, 130.00 FEET; THENCE NORTH 09° 58' 48" WEST, 910.66 FEET; THENCE NORTH 00° 09' 19" WEST, 60.94 FEET; THENCE NORTH 19° 47' 42" EAST, 60.33 FEET; THENCE NORTH 29° 43' 12" EAST, 375.84 FEET; THENCE NORTH 42° 17' 45" EAST, 65.32 FEET; THENCE NORTH 67° 25' 01" EAST, 65.33 FEET; THENCE NORTH 81° 16' 53" EAST, 223.27 FEET; THENCE NORTH 08° 43' 07" WEST, 120.00 FEET; THENCE NORTH 81° 16' 53" EAST, A DISTANCE OF 105.10 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 27.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76° 44' 26" EAST, 27.71 FEET; THENCE NORTH 72° 12' 00" EAST, 393.49 FEET; THENCE NORTH 83° 30' 35" EAST, 76.49 FEET; THENCE NORTH 72° 12' 00' EAST, 86.08 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 51.17 FEET TO A POINT OF COMPOUND CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58° 55' 55" EAST, 45.19 FEET; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN THE PREVIOUSLY MENTIONED WESTERLY RIGHT OF WAY LINE OF TOWNCENTER BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 58.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07° 00' 49" EAST, 58.53 FEET; RUN THENCE SOUTH 03° 57' 49" EAST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,367.75 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID WESTERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 123.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02° 28' 05" WEST, 123.22 FEET; RUN THENCE SOUTH 08° 53' 59" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 770.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 147.75 ACRES, MORE OR LESS.

CONSENT AND JOINDER FLEMING ISLAND DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THE UNDERSIGNED, being all of the Owners of the property more particularly described on Exhibit "A" hereto (the "Joinder Property"), hereby join in the execution of the Fleming Island Declaration of Covenants, Restrictions and Easements (the "Declaration") for the purpose of consenting thereto, subjecting the Joinder Property thereto, and agreeing to be bound by the terms and conditions contained therein, and further agreeing that, in the event of any conflict between the terms of and provisions of the Declaration and any covenants or declaration of record filed by the undersigned, the terms and provisions of this Declaration shall control in all respects.

IN WITNESS WHEREOF, I/we have executed this Consent and Joinder as of this 6th day of DECEMBER, 1999

PULTE HOME CORPORATION, a Michigan corporation

By _____

Name: Chris Vanzant

Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 1999 by Chris Vanzant, Attorney-in-Fact, for Pulte Homes Corporation, a Michigan corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Printed Name: DEBRA J. McGREGOR
Commission Number: CC627436
My Commission Expires: 3/5/01

Debra J. McGregor
Notary Public, State of Florida
Commission No. CC 627436
My Commission Exp.03/05/2001
Bonded Through Fla. Notary Service & Bonding Co.

OR BOOK 1834 PAGE 070

EXHIBIT "A"
FAIRWAY VILLAGE

Lots 1 through 75, Fairway Village, as shown on plat thereof recorded in Plat Book 33, pages 26-31, Public Records of Clay County, Florida.

OR BOOK 1834 PAGE 0774

CONSENT AND JOINDER FLEMING ISLAND DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THE UNDERSIGNED, being all of the Owners of the property more particularly described on Exhibit "A" hereto (the "Joinder Property"), hereby join in the execution of the Fleming Island Declaration of Covenants, Restrictions and Easements (the "Declaration") for the purpose of consenting thereto, subjecting the Joinder Property thereto, and agreeing to be bound by the terms and conditions contained therein, and further agreeing that, in the event of any conflict between the terms of and provisions of the Declaration and any covenants or declaration of record filed by the undersigned, the terms and provisions of this Declaration shall control in all respects.

IN WITNESS WHEREOF, I/we have executed this Consent and Joinder as of this 14th day of October, 1999.

BEAZER HOMES CORP., a Tennessee corporation, doing business as Panitz Homes

By: _____

Name: Leon J. Panitz, Jr.

Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14 day of October, 1999, by Leon J. Panitz, Jr., President of Beazer Homes Corp., a Tennessee corporation, doing business as Panitz Homes, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

Veronica C. Campbell
Notary Public, State of Florida
Printed Name: Veronica C. Campbell
Commission Number: CC770913
My Commission Expires: Nov. 17, 2002



OR BOOK 1834 PAGE 0872
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I:\USER\SSB\STAUGUST\FLEMING\consent.th

OR BOOK 1834 PAGE 083

EXHIBIT "A"
THORNHILL - UNIT ONE

Lots 1 through 70, and Lots 111 through 130, Thornhill - Unit One, as shown on plat thereof recorded in Plat Book 33, pages 32-40, Public Records of Clay County, Florida.